

HRB Digital LLC v. HiTech Product, LLC, C.A. No. 1:24-cv-03597-ABA

EXHIBIT A

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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

HRB Digital LLC)

One H&R Block Way)

Kansas City, Missouri 64105)

Plaintiff,)

Civil Action No. 1:24-cv-03597-ABA

v.)

HiTech Product, LLC)

1786 Springfield Lane)

Frederick, Maryland 21702)

(Frederick County))

Defendant.)

**[PROPOSED] CONSENT JUDGMENT,
PERMANENT INJUNCTION, AND DISMISSAL**

Plaintiff HRB Digital LLC (Plaintiff or “HRB Digital”) and the Defendant HiTech Product, LLC (collectively the “Parties”), having considered the facts and applicable law and having agreed to the entry of this Consent Judgment and Permanent Injunction ("Consent Judgment"), and the Parties having stipulated that there is no just reason for delaying entry of final judgment in this action as to HiTech Product, LLC (“Defendant”) it is hereby ordered, adjudged, and decreed as follows:

A. The Parties have resolved the Claims alleged in the Complaint, in accordance with the terms set forth in a Settlement Agreement made and entered into by the Parties on July 16, 2025.

B. Judgement is entered in favor of Plaintiff and against Defendant in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

C. The Defendant and its affiliates, agents, heirs, representatives, successors, assigns, joint venturers, corporations, seller accounts and any other business entity in which the Defendant holds a controlling interest or any other person or party acting on the Defendant's behalf or pursuant to the Defendant's direction and supervision shall abstain from engaging in advertising, editorializing, selling, offering for sale, distributing, importing, shipping, packaging, or in any way trading in any products bearing HRB Digital LLC's trademark, copyright, patent or packaging - including but not limited to all products sold under or bearing the "HRB Digital LLC" and "H&R Block" brand names - either domestically or abroad without first obtaining the express written consent of the Plaintiff.

D. This Court retains exclusive jurisdiction of this action, and the Parties consent to venue in this Court, for the purpose of insuring compliance with this Consent Judgment and enforcement of the Settlement Agreement.

E. No appeal shall be taken by any Party from this Consent Judgment, the right to appeal from this Consent Judgment being expressly waived by the Parties.

F. This Consent Judgment shall finally conclude and dispose of all claims of the Parties against each other with prejudice.


G. Each Party shall bear its own costs and attorneys' fees.

H. Final Judgment shall be entered hereto, forthwith, without further notice.

The Clerk is directed to enter this Final Consent Judgment and Permanent Injunction forthwith.

[Signature page follows]

Respectfully submitted,

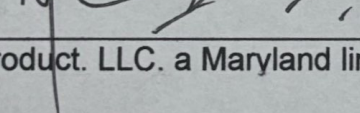
By: /s/ 
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By: _____
HiTech Product, LLC, a Maryland limited liability company
By:
Faiz Mohamed Riyal
Managing Member
HiTech Product, LLC

Dated:

Respectfully submitted,

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Managing Member
HiTech Product, LLC

Dated:

7/10/2025